

**Proposed Hearing Date and Time: March 9, 2011 at 9:30 a.m.**  
**Proposed Objection Date and Time: March 2, 2011 at 4:00 p.m.**

CULLEN AND DYKMAN LLP  
100 Quentin Roosevelt Boulevard  
Garden City, New York 11530  
(516) 357-3700  
C. Nathan Dee, Esq. (CD 9703)  
Elizabeth Usinger, Esq. (EI 2896)

Attorneys for Reorganized Debtors

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
In re:

Chapter 11

GLOBAL CONTAINER LINES LTD., et al.,	Case Nos. 09-78585 (AST)
	09-78584 (AST)
	09-78589 (AST)
	09-78586 (AST)
	09-78587 (AST)
	09-78588 (AST)
	09-78590 (AST)

Debtors.

-----X

PLEASE TAKE NOTICE that on Wednesday, March 9, 2011 at 9:30 A.M., or as soon thereafter as counsel can be heard, Global Container Lines Ltd., (the “Debtors” or “Global”), by and through their undersigned counsel will move (the “Motion”) before the Honorable Alan S. Trust, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Eastern District of New York, located at 290 Federal Plaza, Courtroom 960, Central Islip, New York, 11722 for an Order pursuant to Rules 2002 and 9019 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) for an Order Approving the Debtors Stipulation of Settlement with TAL International Container Corp. that resolves the Debtors objections to TAL claims which arise out of a certain equipment master lease agreement.

PLEASE TAKE FURTHER NOTICE, that a copy of the Motion is available for inspection during normal business hours at the office of the Clerk of the United States Bankruptcy Court located at 290 Federal Plaza, Central Islip, New York, 11722, or may be obtained by contacting the undersigned counsel.

PLEASE TAKE FURTHER NOTICE, objections to the Debtors' Motion, if any, shall be filed as follows: (A) (i) through the Bankruptcy Court's electronic filing system in accordance with General Order N-182, which may be accessed through the internet at the Bankruptcy Court's website: [www.nyeb.uscourts.gov](http://www.nyeb.uscourts.gov) using Netscape Navigator software version 3.0 or higher; (ii) portable document format (PDF) using Adobe Exchange software for conversion; or (B) for parties unable to file electronically, such parties shall file the objection in PDF format on a diskette in an envelope with a case name, case number, type and title of document, document number to which the objection refers, and the file name on the outside of the envelope; or (C) for parties unable to file electronically or use PDF format, those parties shall submit the objection on diskette in either Word, Word Perfect or DLS text (ASCII) format. An objection filed by a party with no legal representation shall comply with section (B) or (C) as set forth in this paragraph.

PLEASE TAKE FURTHER NOTICE that a hard copy of an objection, if any, shall be (a) served upon (i) Debtors' counsel, Cullen and Dykman LLP, 100 Quentin Roosevelt Boulevard, Garden City, New York 11530, Attention: C. Nathan Dee, Esq.; (ii) Counsel for the Official Committee of Unsecured Creditors, LaMonica, Herbst & Mansicalco, LLP, 3305 Jerusalem Avenue, Wantagh, New York 11793, Attn: Adam P. Wofse, Esq.; (iii) the Office of the United States Trustee, 290 Federal Plaza, Central Islip, New York, 11722, Attention: Stan Yang, Esq.; and (b) filed with the Clerk of the Bankruptcy Court located at 290 Federal Plaza, Courtroom

960, Central Islip, New York, 11722 so as to be received no later than **March 2, 2011 at 4:00 p.m.**

Dated: Garden City, New York  
January 27, 2011

CULLEN AND DYKMAN LLP  
Counsel for Reorganized Debtors

By s/ Nathan Dee  
C. Nathan Dee (CD 9703)  
Elizabeth Usinger (EI 2896)  
100 Quentin Roosevelt Boulevard  
Garden City, New York 11530  
(516) 357-3700

**Proposed Hearing Date and Time: March 9, 2011 at 9:30 a.m.**  
**Proposed Objection Date and Time: March 2, 2011 at 4:00 p.m.**

Cullen and Dykman LLP  
100 Quentin Roosevelt Boulevard  
Garden City, New York 11530  
(516) 357-3700  
C. Nathan Dee, Esq. (CD 9703)  
Elizabeth Usinger, Esq. (EI 2896)

Attorneys for Reorganized Debtors

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
In re:

Chapter 11

GLOBAL CONTAINER LINES LTD., et al.,

Case Nos. 09-78585 (AST)  
09-78584 (AST)  
09-78589 (AST)  
09-78586 (AST)  
09-78587 (AST)  
09-78588 (AST)  
09-78590 (AST)

Debtors.

-----X

**MOTION OF REORGANIZED DEBTORS PURSUANT TO BANKRUPTCY RULES  
2002 AND 9019 FOR AN ORDER APPROVING SETTLEMENT AGREEMENT  
BETWEEN THE DEBTORS AND TAL INTERNATIONAL CONTAINER CORP.**

TO THE HONORABLE ALAN S. TRUST,  
UNITED STATES BANKRUPTCY JUDGE:

Global Container Lines Limited, et al., the reorganized debtors herein (“Global” or the “Debtors”) by their attorneys Cullen and Dykman LLP, hereby move (the “Motion”) for an order pursuant to Bankruptcy Rules 2002 and 9019 approving the Debtors stipulation (the “Stipulation”) with TAL International Container Corp. Pursuant to the terms of the Stipulation, the parties have resolved the Debtors objection to certain proofs of claim filed by TAL arising

out of and related to a master lease agreement dated May 1, 1997 (the “Lease”). Pursuant to the Stipulation, TAL shall have an allowed Class 3 General Unsecured Claim against the Debtor in the total amount of \$855,967.66, which shall be treated in all respects as a Class 3 claim under Article V, Section 5.3 of the Plan. In further support of this Motion, Global respectfully represents as follows:

**I. JURISDICTION**

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

**II. BACKGROUND**

2. On November 11, 2009 (the “Petition Date”), Global and a number of affiliated entities filed voluntary petitions for relief under the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of New York.

3. The Debtors remain in possession of their property and continue in the operation and management of their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

4. By Order dated November 17, 2009, the Court authorized the joint administration of the Debtors’ Chapter 11 cases pursuant to Rule 1015(b) of the Bankruptcy Rules.

5. On or about December 29, 2009, the Office of the United States Trustee appointed an Official Committee of Unsecured Creditors in these cases, which has retained LaMonica Herbst & Maniscalco as its counsel.

6. On September 17, 2010, after notice and a hearing, the Court entered an order confirming (the “Confirmation Order”) Global’s Second Amended Plan of Reorganization (the “Plan”).

7. Pursuant to the Plan and Confirmation Order, among other things, the Reorganized Debtors have been authorized to recover and liquidate any assets of the Global and/or to file, settle, compromise or litigate objections to any claims asserted against the Debtors.

8. Prior to the Petition Date, TAL leased equipment to Debtors pursuant to the Lease. Among other things, the Lease provided for the payment of certain set amounts to TAL in the event that any containers were lost or sold by the Debtor.

9. On December 7, 2009, the Debtors filed a motion to reject certain equipment leases and executory contracts, including the Lease, which motion the Court subsequently granted pursuant to an Order dated January 12, 2010.

10. On March 9, 2010, TAL filed Claim No. 46 in the Debtors’ case in the amount of \$1,622,659.04 (the “TAL Claim”).

11. On or about November 17, 2010, the Debtors filed their objection (the “Objection”) to the TAL Claim asserted against the Debtors.

12. The Debtors and TAL subsequently entered into negotiations and settlement discussions regarding the ultimate resolution of the objections and TAL Claim and, pursuant to those discussions and as described herein, the parties have agreed to resolve the TAL Claim.

### **III. TERMS OF THE STIPULATION**

13. Subject to the Court's approval, the Parties have agreed to resolve their disputes relating to the TAL Claim. Attached hereto as Exhibit A is the Stipulation entered into between the Debtors and TAL, the major terms of which include the following:<sup>1</sup>

- The TAL Claim shall be allowed as a Class 3 general unsecured claim against the Debtors in the total amount of \$855,967.66, and shall be treated in all respects as a Class 3 claim under Article V, Section 5.3 of the Plan; and
- Upon entry of the Bankruptcy Court of a final order approving this stipulation, the Debtors and TAL release and discharge each other from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, liabilities and expenses (including attorney's fees and costs), whether known or unknown, relating to or arising out of the TAL Claim and the Lease, except for the Debtors' obligation to make payment to TAL on account of the TAL Claim as set forth herein.

#### IV. THE STANDARDS FOR APPROVAL OF THE STIPULATION

14. The Debtors respectfully request that the Court approve the Stipulation. Rule 9019(a), which governs the approval of compromises and settlements, provides, in relevant part: [A]fter notice and a hearing, the court may approve a compromise or settlement."

15. The Supreme Court has held that approval of a settlement requires a finding that the settlement is fair and equitable. Protective Committee for Independent Stockholders of TMT Trailer Ferry v. Anderson, 390 U.S. 414, 424 (1968). In exercising its discretion regarding the approval of a compromise, a court will consider several factors in determining whether the compromise is reasonable. These factors include the likelihood of success in the litigation, the complexity and cost of the litigation, and the interests of creditors. See Cossoff v. Rodman (In re W.T. Grant Co.), 699 F.2d 599 (2d Cir.), cert. denied, 464 U.S. 822 (1983); Saccurato v. Masters, Inc. (In re Masters, Inc.), 149 B.R. 289, 292 (E.D.N.Y. 1992). At the same time, the

---

<sup>1</sup> The summary set forth in this Motion is not intended to be a substitute for the terms of the Stipulation, which contains additional terms and provisions, to the extent of any conflict between the terms of this Motion and the terms of the Stipulation, the terms of the Stipulation shall control. Any capitalized terms not otherwise defined herein shall have the same meanings as those ascribed to such terms in the Stipulation.

bankruptcy court must bear in mind that “the law favors compromise.” Magill v. Springfield Marine Bank (In re Heissinger Resources Ltd.), 67 B.R. 378, 383 (C.D. Ill. 1986).

16. In passing upon a proposed settlement “the bankruptcy court does not substitute its judgment for that of the trustee.” Depo v. Chase Lincoln First Bank, N.A., 77 B.R. 381, 384 (N.D.N.Y. 1987), aff’d, 863 F.2d 45 (2d Cir. 1988); accord, In re Carla Leather, Inc., 44 B.R. 457 (Bankr. S.D.N.Y. 1984), aff’d, 50 B.R. 764 (S.D.N.Y. 1985). The bankruptcy court is to “canvass the issues and see whether the settlement ‘fall[s] below the lowest point in the range of reasonableness.’ ” W.T. Grant Co., 699 F.2d at 608 (quoting Newman v. Stein, 464 F.2d 689, 693 (2d Cir.), cert. denied, Benson v. Newman, 409 U.S. 1039 (1972)). In passing upon the reasonableness of a proposed compromise, the court “may give weight to the opinions of the Trustee, the parties and their counsel. . . .” In re Bell & Beckwith, 77 B.R. 606, 612 (Bankr. N.D. Ohio), aff’d, 87 B.R. 472 (N.D. Ohio 1987).

#### V. GROUND FOR APPROVAL OF THE STIPULATION

17. The Debtors believe that the value of the Stipulation to the Debtors’ estate exceeds the lowest level of reasonably expectable litigation results and is fair and equitable and in the best interests of the estate and its creditors because, among other reasons, the proposed Stipulation is a fair and reasonable resolution of the dispute with TAL. Among other things, the proposed settlement amount represents a \$766,691.38 reduction of the amount allegedly due and owing TAL pursuant to the TAL Claim. Additionally, the settlement amount is also consistent with the Debtors books and records and the Court’s January 12, 2010 Order. Court approval of the Stipulation will permit the Debtors to avoid the time, expense and uncertainty of further litigation with respect to their dispute with TAL.



18. As the compromise proposed in the Stipulation fairly balances “the value of the claim that is being compromised against the value to the estate of the acceptance of the compromise proposal,” it is well within the bounds of this Court's discretion to approve. Myers v. Martin (In re Martin), 91 F.3d 389 (3d Cir. 1996). Therefore, as set forth above, good and sufficient grounds exist for the Court’s approval of the Stipulation.

#### **VI. CONCLUSION**

19. Based on the foregoing, the Debtors believe that the Stipulation is well within the range of reasonableness and confers a substantial benefit on the Debtors’ estate. Accordingly, the Debtors respectfully request that this Court approve the Stipulation.

#### **VII. NOTICE**

20. Subject to the approval of the Court, the Debtors shall serve notice of the Motion and proposed Stipulation on (i) the United States Trustee, (ii) counsel to TAL (iii) counsel to the Committee, (iv) the Debtors’ top twenty creditors and (v) all other parties who have either filed a notice of appearance or are entitled to notice pursuant to Fed. R. Bank. P. 2002. The Debtors believe such service provides sufficient notice in light of the nature of the relief requested and request that the Court approve such notice.

#### **VIII. NO PRIOR REQUEST**

21. No prior request for relief requested in this Motion has been made.

22. Since this Motion presents no novel issue of law and contains a brief discussion of relevant case law, the Debtors respectfully request that the Court waive the requirement of Local Bankruptcy Rule 9013-1(b).

**WHEREFORE**, the Debtors respectfully requests that the Court enter an Order

- (i) granting the Motion and so-ordering the Stipulation; and
- (ii) granting such other and further relief as the Court deems just and proper.

Dated: Garden City, New York  
January 27, 2011

CULLEN AND DYKMAN LLP  
Attorneys for Reorganized Debtors

By: s/ Nathan Dee  
C. Nathan Dee (CD 9703)  
Elizabeth Usinger (EI 2896)  
100 Quentin Roosevelt Boulevard  
Garden City, New York 11530  
(516) 296-9106

**EXHIBIT A**

CULLEN AND DYKMAN LLP  
Attorneys for Debtors  
100 Quentin Roosevelt Boulevard  
Garden City, New York 11530  
(516) 357-3700  
C. Nathan Dee, Esq. (CD 9703)  
Elizabeth Usinger, Esq. (EI 2896)  
Counsel for Reorganized Debtor

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

-----X

In re: Chapter 11

GLOBAL CONTAINER LINES LTD., et al.,	Case Nos. 09-78585 (AST)
	09-78584 (AST)
	09-78589 (AST)
	09-78586 (AST)
	09-78587 (AST)
	09-78588 (AST)
	09-78590 (AST)

Debtors.

-----X

**STIPULATION RESOLVING CLAIM NO. 46**  
**FILED BY TAL INTERNATIONAL CONTAINER CORP.**

Global Container Lines Limited, et al., the reorganized debtor herein (“Global” or the “Debtor”) and TAL International Container Corp. (“TAL”), by and through their undersigned counsel hereby agree and stipulate as follows:

**WHEREAS**, on November 10, 2009 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court; and

**WHEREAS**, on November 30, 2009, the Debtor filed its Schedules of Assets and Liabilities and on April 16, 2010 filed amended Schedules (collectively, the “Schedules”); and

**WHEREAS**, pursuant to an Order dated February 5, 2010 (the “Bar Date Order”), the Court fixed March 12, 2010 (the “Bar Date”) as the last date upon which entities holding claims against the Debtor arising prior to the Petition Date must file a proof of such claim; and

**WHEREAS**, on March 9, 2010, TAL filed Claim No. 46 in the Debtor’s case in the amount of \$1,622,659.04 (the “TAL Claim”); and

**WHEREAS**, TAL was an equipment lessor to the Debtor pursuant to a certain master lease agreement dated and addendum thereto dated May 1, 1997 (the “Lease”); and

**WHEREAS**, on December 7, 2009, the Debtor filed a motion to reject certain equipment leases and executory contracts, including the Lease, which motion the Court subsequently granted pursuant to an Order dated January 12, 2010;

**WHEREAS**, by Order dated September 17, 2010, the Debtor’s Second Amended Chapter 11 Plan of Reorganization dated August 18, 2010 (the “Plan”) was confirmed by the Court under section 1129 of the Bankruptcy Code (the “Confirmation Order”); and

**WHEREAS**, pursuant to the Plan and Confirmation Order, among other things, the Debtor has been authorized to file, settle, compromise or litigate objections to any claims asserted against the Debtor; and

**WHEREAS**, under the Plan and Confirmation Order, all of the Debtor’s assets and liabilities were substantively consolidated for the purposes of distribution under the Plan; and

**WHEREAS**, on or about November 17, 2010, the Debtor filed its objection (the “Objection) to the TAL Claim asserted against the Debtor; and

**WHEREAS**, the Debtor and TAL subsequently entered into negotiations and settlement discussions regarding the ultimate disposition of the TAL Claim; and

**WHEREAS**, the Debtor and TAL agree that the TAL Claim shall be resolved pursuant to

the terms set forth herein.

**NOW, THEREFORE**, the Debtor and TAL hereby stipulate and agree, subject to the Court's approval, as follows:

1. The TAL Claim shall be allowed as a Class 3 general unsecured claim against the Debtor in the total amount of \$855,967.66, and shall be treated in all respects as a Class 3 claim under Article V, Section 5.3 of the Plan.

2. Upon entry of the Bankruptcy Court of a final order approving this stipulation, the Debtor and TAL release and discharge each other from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, liabilities and expenses (including attorney's fees and costs), whether known or unknown, relating to or arising out of the TAL Claim and the Lease, except for the Debtor's obligation to make payment to TAL on account of the TAL Claim as set forth herein.

3. This Stipulation is subject to the approval of the Court and shall be of no force and effect unless and until approved by the Court.

4. Each person who executes this Stipulation represents that he or she is duly authorized to execute this Stipulation on behalf of the respective parties hereto and that each such party has full knowledge and has consented to this Stipulation.

5. This Stipulation constitutes the complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, between the parties with respect to such subject matter.

6. Subject to an order of the Court approving this Stipulation, this Stipulation shall be binding upon and inure to the benefit of the parties, and their respective administrators, representatives, successors and assigns.

7. This Stipulation shall be governed by and construed in accordance with the substantive law of the state of New York, and shall have the force and effect of an instrument executed and delivered under seal under the law of the state of New York.

8. This Stipulation may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. This Stipulation may be executed by facsimile.

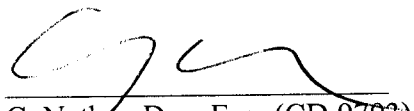
9. The Bankruptcy Court shall retain jurisdiction to resolve any dispute arising under or in connection with this Stipulation.

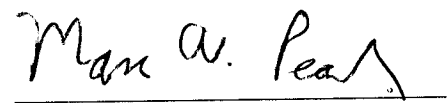
Reorganized Debtor

TAL International Container Corporation

By its counsel,

By its counsel,

  
C. Nathan Dee, Esq. (CD 9703)  
Cullen and Dykman LLP  
100 Quentin Roosevelt Blvd  
Garden City, New York 11350

  
Marc A. Pearlin, Esq.  
TAL International Container Corporation  
100 Manhattanville Road  
Purchase, New York 10577

Dated: January 12, 2011  
Garden City, New York

Dated: January 12, 2011  
Purchase, New York

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

-----x  
In re:

Chapter 11

GLOBAL CONTAINER LINES LTD., et al.,

Case Nos. 09-78585 (AST)  
09-78584 (AST)  
09-78589 (AST)  
09-78586 (AST)  
09-78587 (AST)  
09-78588 (AST)  
09-78590 (AST)

Debtors.

-----x (Jointly Administered)

**AFFIDAVIT OF SERVICE**

STATE OF NEW YORK        )  
                                  ) ss.:  
COUNTY OF NASSAU        )

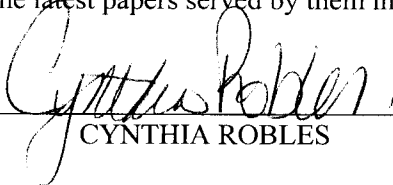
CYNTHIA ROBLES, being duly sworn, deposes and says:

That she is over the age of 21 years, resides in Bay Shore, New York and is not a party to this action.

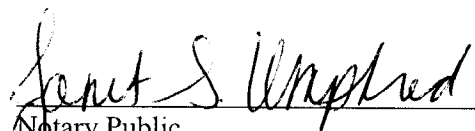
That on the 28<sup>th</sup> day of January, 2011, I served the Motion of Reorganized Debtors Pursuant to Bankruptcy Rules 2002 and 9019 For an Order Approving Settlement Agreement between the Debtors and TAL International Container Corp with attached Exhibit via regular mail by depositing a true copy thereof in a properly sealed wrapper in a depository maintained by the United States Postal Service located on the premises at Garden City Center, 100 Quentin Roosevelt Boulevard, Garden City, New York 11530, addressed as follows:

PLEASE SEE ATTACHED LIST

That being the address(es) designated on the latest papers served by them in this action.

  
CYNTHIA ROBLES

Sworn to before me this  
28<sup>th</sup> day of January, 2011.

  
Notary Public

JANET S. UMPHRED  
Notary Public, State Of New York  
No. 01UM4818081  
Qualified In Suffolk County  
Term Expires 4/30/14



DeWitt Stern, Imperatore  
Harborside Fin. Center  
Plaza Five Suite 1510  
Jersey City, NJ 07311

Gilmore Shipping Corp.  
100 Quentin Roosevelt  
Boulevard  
Garden City, NY 11530

Global Container Line Ltd  
100 Quentin Roosevelt Blv  
Garden City, NY 11530

Global Container Line Ltd  
100 Quentin Roosevelt  
Boulevard  
Garden City, NY 11530

Global Progress LLC  
100 Quentin Roosevelt Blv  
Garden City, NY 11530

Global Prosperity LLC  
100 Quentin Roosevelt Blv  
Garden City, NY 11530

KeyBank National  
Association  
66 South Pearl Street  
Attn:Richard B. Saulsbery  
Albany, NY 12207

Merrill Marine Services  
7909 Big Bend Boulevard  
Saint Louis, MO 63119

National Bank of Pakistan  
100 Wall Street  
New York, NY 10005

Shiptrade, Inc.  
100 Quentin Roosevelt Blvd  
Garden City, NY 11530

ABB Inc.  
11600 Miramar Pkwy  
Hollywood, FL 33025

ABS Nautical Systems  
16855 Northchase Drive  
Houston, TX 77060

Alfa Laval (Thailand) Ltd  
222 Krunghep Kreetha Road  
Hauamark, Bangkok  
Bangkok 10240 Thailand

American Diesel & Ship  
Repairs, Inc.  
604 Time Save Avenue  
New Orleans, LA 70123

CG International, Inc.  
1958 Westfield Avenue  
Scotch Plains, NJ 07076

Coleman Supply Company  
989 Morrison Drive  
PO Box 21818  
Charleston, SC 29403

Crescent Towing & Salvage  
Co., Inc.  
PO Box 2704  
Savannah, GA 31401

Detyens  
1670 Dryrock Avenue  
Building 236  
Suite 200  
North Charleston, SC 29405

DNV Petroleum Service  
Pte Ltd.  
27 Changi South Street 1  
Singapore 486071

DNV Petroleum Service Inc  
318N. 16th Street  
La Porte, TX 77571

Dormac(Pty) Ltd.  
1 Belfast Road  
PO Box 12568  
Burban, South Africa

Electronic Services  
590 East Dayson Drive  
Fairborn, OH 45324

Hiller Systems, Inc.  
Frederick Robinson, Esq.  
PO Box 91508  
Mobile, AL 36691

IMS International Ltd.  
2881 East Oakland Park Boulevard  
Fort Lauderdale, FL 33306

Interocean  
Ecffelon Plaza  
302 Harper Drive  
Suite 200  
Moorestown, NJ 08057

Key Equipment Finance, In  
66 South Pearl Street  
Albany, NY 12207

Kristensons-Petroleum Inc  
128 Broad Street  
2nd Floor  
Red Bank, NJ 07701

Main Industries, Inc.  
107 E. Street  
Hampton, VA 23661

Man Diesel S.A.S.  
Avenue de Catonay(port 7)  
BP 427  
44615 Saint-Nazaire Cedex  
France

Marine Inc.  
609 Talleyrand Avenue  
Jacksonville, FL 32202

McAllister Towing of  
Charleston  
1120 North Point Drive  
North Charleston, SC 29405

Morco Refrigeration  
Service Inc.  
1466-B State Road  
Summerville, SC 29484

PPG Industries(Singapore)  
Pte Ltd.  
4 Gul Drive  
Singapore 629456

Precision Solutions  
Incorporated  
34 Village Street  
Manchester, CT 06040-6532

Seacoast Electronics, Inc  
240 Talleyrand Avenue  
Jacksonville, FL 32202

Southern Elevator Company  
130 O'Connor Street  
PO Box 36006  
Greensboro, NC 27416

State Board of  
Equalization  
450 N Street, MIC:48  
PO Box 942879  
Sacramento, CA 94279

Tencarva Machinery  
Company  
PO Box 409897  
Atlanta, GA 30384

Tencarva Machinery Co.  
Jay A Press, Esq.  
115 Broad Hollow Road  
Suite 350  
Melville, NY 11747

Universal Marine Electric  
Co. Inc.  
PO Box 266-923  
Houston, TX 77207

US Customs and Border  
Protection  
PO Box 70946  
Charlotte, NC 28272

US Department of Homeland  
Security  
1430A Kristina Way  
Chesapeake, VA 23326

Wartsila L.O.C.  
PO Box 32785  
Dubai United Arab Emirate

Washington International  
US Customs Ins. Company  
1200 Arlington Heights Rd  
Suite 400  
Itasca, IL 60143

Westfalia Separator Inc.  
PO Box 12042  
Newark, NJ 07101

Worldwide Diesel Power  
732 Parker Street  
Jacksonville, FL 32202

ADP Payroll  
1700 Walt Whitman Road  
Melville, NY 11747

All American Transport  
739 Dogwood Avenue  
West Hempstead, NY 11552

All Star Limousine  
739 Dogwood Avenue  
West Hempstead, NY 11552

Atlas Shipping COrp.  
100 Quentin Roosevelt Blv  
Garden City, NY 11530

B&B Coverage LLC  
1 East Lincoln Avenue  
PO Box 1210  
Valley Stream, NY 11582

Cablevision  
PO Box 9256  
Chelsea, MA 02150-9256

CDW Direct LLC  
PO Box 75723  
Chicago, IL 60675

Citibank  
Business Bank Loan Ops  
100 Citibank Drive  
San Antonio, TX

Diners Club  
PO Box 6009  
The Lakes, NV 89163

Dover Shipping Corp  
100 Quentin Roosevelt Blv  
Garden City, NY 11530

Emerge Technology  
17 Brandywine Drive  
Deer Park, NY 11729

Empire Healthchoice HMO  
PO Box 11532A  
New York, NY 10286

FMC Management Corp.  
PO Box 9019  
Hicksville, NY 11802

Merchants Insurance Group  
Po Box 4031  
Buffalo, NY 14240

National Retirement  
Services, Inc.  
File 56732  
Los Angeles, CA 90074-6732

National Retirement  
2838-F Queen City Drive  
Charlotte, NC 28208

New York State Insurance  
Fund Workers Compensation  
PO Box 4788  
Syracuse, NY 13221

One Communications  
Dept 284  
Po Box 80000  
Hartford, CT 06180

Oxford Health Plans  
PO Box 1697  
Newark, NJ 07101

Remote Reporting  
2407 Newman Road  
Mount Pleasant, WI 53406

Shipnet  
53 Water Street  
Norwalk, CT 06854

Staples  
PO Box 689020  
Des Moines, IA 50368

State Board of  
Equalization  
450 N Street, MIC:48  
PO Box 942879  
Sacramento, CA 94279

Stewart Shipping Corp.  
100 Quentin Roosevelt Blv  
Garden City, NY 11530

Sun Life and Health  
Insurance  
Box No 6168  
Carol Stream, IL 60197

T-Mobile  
PO Box 790047  
Saint Louis, MO 63179-0047

TradeWinds  
Marine Building East  
70 Seaview Avenue  
Stamford, CT 06902

Union Central Life Ins.  
1876 Wacross Road  
Station 12  
Cincinnati, OH 45240

United Healthcare  
AARP Medicare  
Rx Preferred  
PO Box 5840  
Philadelphia, PA 19101

United Healthcare  
PO box 8220  
Philadelphia, PA 19101-8220

US Postal Service  
185 W John Street  
Hicksville, NY 11801

Voda Networks, Inc.  
PO Box 3085  
Hicksville, NY 11802-3085

A.A. Electricals Sets  
Repair  
PO Box 55323  
Dubai, UAE

A.M. Trading  
PO Box 3274  
Dubai, UAE

AKA Trade Building  
PO Box 51248  
Dubai, UAE

Al Khoory  
PO Box 256  
Dubai, UAE

Al Shabia Engineering  
PO Box 22186  
Sharjah, UAE

Atlas Worldwide, Ltd.  
10Toh Guan Rd  
Singapore

Consilium Middle East  
PO Box 8018  
SAIF Zone  
Sharjah, UAE

DMI  
PO Box 8807  
Dubai, UAE

Elcome International  
PO Box 1788  
Dubai, UAE

Elcome Marine  
G-3 Arihant Bldg  
Ahmedabad, St. Mumbai

Gulf Oil Marine Limited  
3 Lockhart Road  
25th Floor  
Wan Chai, Hong Kong

Jijibila  
PO Box 19349  
Dubai, UAE

Middle East Express  
PO Box 622  
Sharjah, UAE

Noble Denton  
PO Box 12541  
Dubai, UAE

Safety Marine  
PO Box 40269  
Sharjah, UAE

Serck Services  
PO Box 5834  
Sharjah, UAE

Seven Seas Shipchandlers  
PO Box 5592  
Dubai, UAE

Tile Marine  
PO Box 33296  
Dubai, UAE

Total UAE LLC  
PO box 14871  
Dubai, UAE

Truebell Marketing  
& Trading LLC  
PO box 4146  
Sharjah, UAE

UAE LLC  
PO Box 14871  
Dubai UAE

Viking Enterprises Co.,  
1-9 Isogami-Dor i 6-Chome  
Chuo-Ku, Kobe 651-0086  
Kobe, Japan

Wartsila LLC  
PO Box 32785  
Dubai, UAE

Abdul kader Kordoughli  
PO Box 1897  
Lattakia, Syria

AND Group PLC  
Tanners Bank  
North Shields, Tyne and W  
NE30 1JH United Kingdom

Applied Weather  
Technology  
158 Commercial Street  
Sunnyvale, CA 94086

Blue Sea Capital  
62 Southfeld Avenue  
Building 2 Suite 214  
Stamford, CT 06902

Briarcliffe Ltd. Loan  
c/o Akin Gump Strauss  
Hauer & Feld LLC  
1 Bryant Park  
New York, NY 10036-6715

C.R. Cushing & Co., Inc.  
30 Vessey Street  
7th Floor  
New York, NY 10007

CAI International Inc.  
One Embarcadero Center  
Suite 2101  
San Francisco, CA 94111

Comet Shipping Nigeria Lt  
c/o Michael J Carcich  
Wall Street Plaza  
88 Pine Street 7th Fl  
New York, NY 10005

Consilium  
PO Box 8018  
SAIF Zone  
Sharjah, UAE

Container Applications  
Limited  
One Embarcadero Center  
Suite 2102  
San Francisco, CA 94111

Crew Wages-MV Caterina  
c/o Engima Shipping  
Liberia



Dan Bunkering Ltd.  
Strandvejen 5  
PO Box 71  
DK05500 Middelfart  
Denmark

Descartes Systems(USA)LLC  
Power Ferry Business Park  
Suite 520 Building 500  
2030 Powers Ferry Road SE  
Atlanta, GA 30339

Elcome International  
Dubai Investments Park  
PO Box 1788  
Dubai, UAE

GE Seaco Charleston  
215 East Bay Street  
Suite 403-C  
Charleston, SC 29401

Groupe Eyssautier  
c/o Budd S.A. Marseille  
7 Rue Bailli De Suffren  
13001 Marseille, France

Hiller Systems, Inc.  
PO Box 91508  
Mobile, AL 36691

Intercargo S.A.  
Q. Asatique  
Av. Des Payans  
BP Bujunbra

Interpool Limited  
211 College Road East  
Princeton, NJ 08540

Interpool, Inc.  
Princeton, NJ 08540

James J. Flanagan  
Stevedores  
595 Orleans  
Suite 1500  
Beaumont, TX

Keraba and Bayo Freight  
Transport  
PO Box 2075  
Addis Ababa, Ethiopia

Legge Farrow Kimmit  
McGrath & Brown  
6363 Woodway  
Suite 400  
Houston, TX 77057

Lilo Transport P.L.C.  
Bada Street House  
No. 19-23  
Asmara, Eritrea

Mercur International for  
Development Co Ltd.  
Hameau de la Manterne  
2 7890  
Ellezelles, Belguim

Multistar Tank Leasing  
Company LLC  
18333 Egret Bay Boulevard  
Suite 410  
Houston, TX 77058

Nicoletti Hornig &  
Sweeney  
Wall Street Plaza  
88 Pine Street, 7th Floor  
New York, NY 10005

Potomac Maritime  
1729 Wisconsin Avenue  
2nd Floor  
Washington, DC 20007

Rhine Marine  
PO Box 86710  
Dubai, UAE

Saeed Marine  
PO Box 50636  
Dubai, UAE

SDV Ghan Limited  
c/o Weber Gallagher  
Simpson Stapleon Fires &  
2000 Market St. 13 Fl.  
Philadelphia, PA 19103

Sea Castle Container  
Leasing  
1 Matnard Drive  
Park Ridge, NJ 07656

Sea Pride Enterprises  
Comboni Street  
PO Box 76  
Port Sudan, Sudan

Seven Sea Shipchandlers  
PO Box 5592  
Dubai, UAE

Sigma Paints  
PO Box 52781  
Duabi, UAE

Spedag East Africa Ltd.  
Kriegackerstasse 91  
Muttentz  
4002 Basel Switzerland

Stratos  
Xantic Sales B.V.  
PO Box 5754  
St. Johns, NL Canada A1C 5X3

Syed Amjad Hussain & Co  
12, Cour chambers  
Syedna Tahir Saifuddin Rd  
Karachi, OK 74200

TAL International  
Container Corp.  
100 Manhattanville Road  
Purchase, NY 10577-2135

Tanzania Road Haulage  
PO Box 21493  
Nelson Mandela Expressway  
Dar Es Salaam, Tanzania

Tencarva Machinery Co.  
Jay A Press P.C.  
115 Broad Hollow Road  
Suite 350  
Melville, NY 11747

Textainer Equipment  
650 California Street  
16th Floor  
San Francisco, CA 94108

Thocomar Shipping Senegal  
1 Rue Parent  
B.P. 1781 Daker  
Senegal

Tosi Maritime Consultants  
PO Box 5488  
Washington, DC 20016

Trans Ethiopia PLC  
Adigrat Road Elala  
Mekelle, Tigray  
Ethiopia 459

TransAmerica Leasing  
100 Manhattanville Road  
Purchase, NY 10577

Triton Container  
International Limited  
55 Green Street  
San Francisco, CA 94111

TSG Technical Services  
2215 M Street Northwest  
Washington, DC

U.S. Department of  
Homeland Security  
1430 A Kristina Way  
Chesapeake, VA 23326

United States Dept of  
Agriculture  
Kansas City Commodity  
PO Box 419205  
Kansas City, MO 64114

US Bureau of Customs and  
Border Protection  
PO Box 70946  
Charlotte, NC 28272

US Customs and Border  
Protection  
PO Box 70946  
Charlotte, NC 28272

W.K. Webster & Co Ltd.  
Christopher House  
Station Road  
Sidcup, Kent DA15 7BS  
United Kingdom

World Food Program  
Via Cesare Giulio Viola  
Parco de'Medici  
00148 Rome Italy

A.M. Trading Company LLC  
P.O. Box 6215  
Dubai, UAE

AIG Marine Svcs. PTE Ltd.  
71, Toh Guan Road East  
#03-03 TCH Techcentre  
Singapore 608598

AKA Trade Building Tools  
P.O. Box 51248  
Dubai, UAE

AL Shabia Engineering  
P.O. Box 22186  
Sharjah, UAE

Alco Shipping Services  
PO Box 19525  
Sharjah-UAE

Areej Pharmacy  
P.O. Box 11725  
Dubai, UAE

Bureau VeritasSA  
67/71 Boulevard  
Du Chateau  
France

Dhaka Engineering  
P.O. Box 23598  
Sharjah, UAE

Dolphin Radiators  
P.O. Box 1424  
Sharjah, UAE

Dubai Fuel Supply  
PO Box 8278  
Dubai, UAE

Elcome International  
PO Box 1788  
Dubai, UAE

Environmental Systems  
PO Box 5992  
Sharjah, UAE

Ericson & Richards  
P.O. Box 40148  
Sharjah

Fal Energy Co., Ltd.  
PO Box 6600 Charjah  
United Arab Emirates

Gulf Oil Marine Ltd.  
25th FL, 3 Lockhart Rd.  
Hong Kong

Gulf Rope & Plastic Prod.  
PO Box 21422  
Sharjah, UAE

Jotun Paints  
PO Box 3671  
Dubai, UAE

K. Hashim LLC  
PO Box 5216  
Sharjah, UAE

Middle East Express  
P.O. Box 622  
Sharjah, UAE

PPG Industries (UAE) LLC  
PO Box 126215  
Dubai, UAE

Pusan Trading Co. LLC  
PO Box 40762  
Dubai, UAE

S&S Ship Management  
House No. 15, Road No. 1  
Lan-3 Block-L Halishaher  
Housing Estate  
Chittagong Bangladesh

S&S Shipmanagement  
House 15 Roadmoul, Lane 3  
Block L Haliish  
Chihajon, Bangladesh

Saeed Marine  
PO Box 31268  
Dubai, UAE

Seastar Marine  
Engineering  
PO Box 62241  
Dubai, UAE

Sigma Paints  
PO Box 52781  
Dubai, UAE

Tanzanian Ports Authority  
c/o African Liner Agency  
PO Box 7876 Acacia Blding  
1st Floor, Morogoro Road  
Dar Es Salaam, Tanzania

Techno Marine  
PO Box 24293  
Sharjah, UAE

Total UAE LLC  
PO Box 14871  
Dubai, UAE

Viking Enterprise Co.  
1-9 Isogami-Dor i 6-chome  
Chuo-Ku, Kobe 651-0086  
Kobe Japan

Viking Life Saving Equip  
PO Box 13448  
Dubai, UAE

Abdul Jaleel Marine  
PO Box 13746  
Dubai, U.A.E.

Adam Marine  
PO Box 22398  
Sharjah, UAE

AKA Trade  
PO Box 51248  
Dubai UAE

Al Moosawi Trading  
PO Box 16275  
Dubai, U.A.E.

Alatas Singapore PTE  
10 Toh Guan Road  
#05-03 T.T. International  
Tradepark, Singapore  
608838

Alba Petroleum  
Tangana Road/Mbaraki  
Creek  
PO Box 97155  
Mombasa, Kenya

Alco Shipping  
Services LLC  
PO Box 19525  
Sharjar UAE

Ali Minhali Trading Co.  
PO Box 22022  
Jeddah 21495 KSA

Bombay Boring  
J. karia Ind Estm Jacob  
Circle Mumbai, India

Delta Marine Services Co.  
7 Panama & Elgmhoria St.  
Pt. Said Egypt  
PO Box 75  
Port Said, 42511 Egypt

Dream Marine  
PO Box 232974  
Dubai UAE

Elcome International  
PO Box 1788  
Dubai, UAE

Fal Energy Co., Inc.  
PO Box 6600 Charjah  
United Arab Emirates

Freudenberg Technische  
Ausrüstung  
Neuer Weg 62  
D-25489 Haselau  
Hohenhorst, Germany

Goltens  
PO Box 2811  
Dubai, UAE

Gulf Metal  
PO Box 19848  
Dubai, UAE

Gulf Oil Marine Limited  
25th Floor  
3 Lockhart Road  
Wan Chai Hong Kong

Gulf Rope & Plastic  
PO Box 21422  
Sharjah UAE

Hormozi Supermarket  
PO Box 6868  
Dubai, UAE

K Hashim  
PO Box 5216  
Sharjah, UAE

Kenya Ports Authority  
c/o African Liner Agency  
Maritime House MOI Avenue  
PO Box 43181  
Mombasa Kenya

Kobelco Eagle Marine  
26 Pandan Loop  
Singapore

Middle East Express  
PO Box 622  
Sharjah, UAE

Qais Marine Equipment  
PO Box 31263  
Dubai, UAE

Saeed Marine  
Equipment Est.  
PO Box 50636  
Dubai, UAE

Safety Marine  
PO Box 40269  
Sharjah, UAE

Sea Hook  
Shop-1  
Mazgoan Mumbai

Seastar Marine  
Engineering LLC  
Al Jaddaf Shed #98  
PO Box 62241  
Dubai UAE

Sigma Paints  
PO Box 52781  
Dubai, UAE

Tile Marine LLC  
PO box 33296  
Dubai, UAE

Truebell Marketing  
& Trading LLC  
PO Box 4146  
Sharjah UAE

Viking Enterprise Co.  
1-9 Isogami-Dor i 6 Chome  
Chuo-Ku Kobe 651-0086

Zenar Electronics  
PO Box 389  
Dubai, UAE

Citibank  
GC Park  
2301 Jericho Turnpike  
Garden City Park, New York 11040

Simms Showers LLP  
Attn: Stephen Simms  
20 S. Charles Street  
Suite 702  
Baltimore, Maryland 21201

Bruce Weiner, Esq.  
Rosenberg, Musso & Weiner, LLP  
26 Court Street  
Suite 2211  
Brooklyn, New York 11242

Paul A. Levine, Esq.  
Lemery Greisler LLC  
50 Beaver Street  
Albany, New York 12207

Dr. N Paksima  
100 Quentin Roosevelt Blv  
Garden City, NY 11530



Sea Pride Enterprises  
Comboni Street  
PO Box 76  
Port Sudan, Sudan

Container Applications  
Suite 102  
Corporate Centre  
Bush Hill, Bay Street  
Sty. Michael, Barbados  
West Indies

GeSea Co a/k/a  
GeSea Co Services, Ltd.  
Sea Container House  
20 Upper Ground, London  
Sel 9PF, England

CAI International  
1 Embarcadero Center  
Suite 2101  
San Francisco, CA 94111

Gulf Liner Shipping Agencies  
Office center, Karama  
PO Box 3274  
Dubai, UAE

Enigma Shipping Agency  
Episcopal Church Building  
Randal Street, Monrovia  
Liberia

Internal Revenue Service  
11601 Roosevelt Boulevard  
PO Box 21126  
Philadelphia, PA 19114

NYS Department of Taxation and Finance  
Bankruptcy Unit  
PO Box 5300  
Albany, New York 12205-5300

Office of the US Trustee  
Attn: Stan Yang  
560 Federal Plaza  
Central Islip, New York 11722

Akin Gump Strauss Hauer & Feld LLP  
Attn: Lisa G. Beckerman, Esq.  
Heidi T. Liss, Esq.  
One Bryant Park  
New York, New York 10036

Samuel C. Coluzzi, Esq.  
Nicoletti Hornig & Sweeney  
Wall Street Plaza  
88 Pine Street  
7<sup>th</sup> Floor  
New York, NY 10005-1801

Michael J Carcich, Esq.  
Nicoletti Hornig & Sweeney  
Wall Street Plaza  
88 Pine Street  
7<sup>th</sup> Floor  
New York, NY 10005-1801

Jakub Ligeza  
Global Partner Alliance, Inc.  
703 Foster Avenue  
Bensenville, IL 60106

Jebel Ali Free Zone-South  
PO Box 263 007  
Dubai, UAE

Trans Ethiopia PLC  
PO Box 9280  
Addis Ababa  
Ethiopia

Marcontrel s.j.  
Powstancow Wlkp 39b  
70-111 Szczecin  
Polland

Akbar Traders LLC  
PO Box 13589  
118-36 Al Burj Street  
Sabka Area Shop #4  
Deira, Dubai  
UAE

Todd L. Padnos  
Dewey & LeBoeuf LLP  
Silicon Valley Office  
1950 University Avenue  
Suite 500  
East Palo Alto, CA 94303

Global Care Marine  
PO Box 63234  
Sharjah, UAE

Middle East Fuji Khimji's  
Khimji Ramdas HO  
Room 107  
Box 19 PC 100  
Port Sultan Qaboos  
Muscat, Sutanate of Aman

Oasis Chemicals  
PO Box 6974  
Sharjah, UAE

Intercargo Clearing and Forwarding  
Amitie Street Building  
Trust House, 3<sup>rd</sup> Floor  
Bujumbura, Burundi

Un Global Business  
93, Motijheel C/A (4<sup>th</sup> Floor)  
Dhaka-1000, Bangladesh

Gulf Marine Limited  
The Hong Kong & Shanghai  
Banking Corp.  
Jebel Ali, Dubai, UAE

Tous Travaus Sous Marins  
Societe Naonyme avec  
Adminstrateur General  
Au Capital de 62 000 000

Bombay Boring Works Private Limited  
J. Karia Industrial Estate, Ground Floor  
Kwshavrae Khadey Marg  
Musa Killedar Street  
Jacob Circle Mumbai, 400 01  
Maharashtra, India

Goltens India, Ltd. (India Branch)  
415-417 Crystal Paradise  
Off Veera Desaid Road  
Andheri (West)  
Mumbai 400 053  
India

Galbraith's Ltd.  
124-126 Borough High Street  
London, Se 11 BL  
U.K.

MD Trade & Spares GMBH  
AM Biptop 2  
39171 Su-lzetal, Germany

Jakub Ligeza  
Global Partner Alliance, Inc.  
703 Foster Avenue  
Bensenville, IL 60106

Oscar E. Sanchez, Esq.  
Oscar Sanchez and Associates, P.A.  
701 Brickell Key Boulevard  
Suite CU-1  
Miami, Florida 33131-2675

Multistar Tank Leasing Co LLC  
18333 Egret Bay Boulevard  
Suite 410  
Houston, TX 77058

Multistar Tank Leasing Company LLC  
18333 Egret Bay Boulevard  
Suite 410  
Houston, TX 77058

Pioneer Diesels  
25/27, Anantwadi  
Room No. 11  
Bhuleshwar  
Mumbai, India

Jakub Ligeza  
Global Partner Alliance, Inc.  
703 Foster Avenue  
Bensenville, IL 60106

SeAir Global Logistics LLC  
PO Box 34225  
Dubai, UAE

Mr. Kevin J. Driscoll  
The Feil Organization  
Seventh Penn Plaza, Suite 618  
New York, New York 10001

Gulf and Continental  
Bunker Fuels Co., Ltd.  
PO Box 18086  
Jebel Ali, Dubai  
United Arab Emirates

Dr. A. Alizadeh  
100 Quentin Roosevelt Blvd.  
Garden City, New York 11530

Griffin Partner Travel AS  
Fr. Nansens plass 8  
Oslo 0160 Norway

Watson Farley & Williams LLP  
Attn: Alfred E. Yudes, Jr.  
1133 Avenue of the Americas  
11<sup>th</sup> Floor  
New York, New York 10036

Vedder Price, PC  
Attn: Michael L. Schein, Esq.  
1633 Broadway  
47<sup>th</sup> Floor  
New York, New York 10019

Adam P. Wofse, Esq.  
LaMonica Herbst & Maniscalco, LLP  
3305 Jerusalem Avenue  
Wantagh, New York 11793

United States Attorney's Office  
Eastern District of New York  
Attn: Long Island Bankruptcy Processing  
610 Federal Plaza  
5<sup>th</sup> Floor  
Central Islip, New York 11722

John P. James, Esq.  
Friedman James & Buchsbaum LLP  
132 Nassau Street  
Suite 900  
New York, New York 10038

Gilbert B. Weisman, Esq.  
Becket & Lee, LLP  
POB 3001  
Malverne, PA 19355-0701

Schenker Switzerland Ltd.  
Rautistrasse 77  
PO Box CH-8021 Zurich

Securities and Exchange Commission  
Northeast Regional Office  
Woolworth Building  
233 Broadway  
Attn: John Murray  
New York, NY 10279

A.Y. Sayyid & Co.  
3,4, Khan Building "A"  
Block Nawab Tank Bridge Road  
Dockyard Road  
Mazgaon Mumbai 400 010

Loretta E. Lynch  
Attorney for the United States  
610 Federal Plaza, 5<sup>th</sup> Floor  
Central Islip, NY 11722